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2018 OCT 4 PM 1:38

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U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

**RE: Objection to the Debtors' Motion for Rejection of Executory Contract
Case 18-12012 (LSS)**

To: United States Bankruptcy Court for the District of Delaware

**CC: Robert F Poppiti, Jr.; Michael R Nestor; Ian J. Banbrick, Esq.: Young Conway Stargatt &
Taylor, LLP**

**CC: Michael L. Tuchin, Esq.; Jonathan M. Weiss, Esq.; Sasha M. Gurvitz, Esq: Klee, Tuchin,
Bogdanoff & Stern LLP**

Please be advised that I, Bryce Campbell, am officially objecting to the Debtors (Open Road Films, LLC) motion for rejection of executory contract and unexpired leases of my executory contract pursuant to the letter received from the US Bankruptcy Court on the basis of fraud and the intent to willfully cause harm to myself by their actions.

My objection is based on the fact that my contract with Open Road Films, LLC was never superseded by a new contract under Global Road and therefore still valid. In addition, my objection is also rooted in the unfair treatment of staff - specifically towards me - by the management upon the acquisition of Open Road by Tang Media and the subsequent formation of Global Road Entertainment.

Since the terms of my original contact with Open Road Films, LLC was still valid, I was entitled to over one hundred (100) hours of vacation pay for which I was never reimbursed at the time of the acquisition and institution of a new vacation policy, nor at the time of being summarily laid off without warning. Further, under the terms of my Open Road contract, I was entitled to two (2) months' severance upon being laid off. Again, I was not given this severance in clear violation of my contract terms.

As of writing this, I believe that Global Road/Open Road is now in clear violation of the WARN Act. Even though officers will have you believe that the company was two separate entities, employees were clearly mandated to be working together as a whole, comprising well over one hundred (100) employees combined. Since layoffs began in August 2018, more than fifty (50) employees have been laid off in clear violation of the WARN act without severance or reasonable notice. This constitutes a willful disregard and mistreatment of its employees, and, at minimum, they should be held to the terms of my original contract.

I was misled by management upon the take-over of Open Road. Specifically, I was told that I would receive a new contract once I demonstrated skills in accomplishing the new additional duties assigned to me, on top of the many duties I already performed within my job description. In the interim time, I was given a slight raise and was told that a new contract along with an

increased "industry standard" pay would be forthcoming after the transition. I was assured of this many times and yet no new contract was ever offered after the transition was complete. In hindsight, it seems that it was never their intention to offer a new contract despite the multiple promises that were made. This demonstrates management's disregard for me, if not a willful intent to diminish and threaten my livelihood by withholding a new contract, all while obligating me to assume additional duties above and beyond the duties I was already performing.

In summary, Open Road should be held to the obligations set forth in their contracts with its employees and no rejection should be granted due to their fraudulent and willful harm towards employees.

Regards,

A handwritten signature in black ink, appearing to read 'Bryce Campbell', with a long, sweeping horizontal stroke extending to the right.

Bryce Campbell
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Los Angeles, CA. 91411